

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CompassLearning, Inc.		02/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	600 E. Colinas Boulevard, Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2647783	CHILDU E-KNOWLEDGE LEADERS
Registration Number:	2564366	THE LEARNING ODYSSEY
Registration Number:	2624853	CHILDU
Registration Number:	2639349	CHILDU
Registration Number:	2624854	CHILDU
Registration Number:	2823828	CHILDU
Registration Number:	2710818	THE LEARNING ODYSSEY
Registration Number:	2695098	CHILDU
Registration Number:	2848225	THE LEARNING ODYSSEY
Serial Number:	76355868	THE LEARNING ODYSSEY
Serial Number:	76355867	THE LEARNING ODYSSEY

CORRESPONDENCE DATA

Fax Number: (404)602-9050
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2647783

Phone: 404-888-4000
Email: lvirts@hunton.com
Correspondent Name: Elizabeth A. Mullican, Esq.
Address Line 1: Hunton & Williams LLP
Address Line 2: Suite 4100, 600 Peachtree Street, N.E.
Address Line 4: Atlanta, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	65740.4
NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/s/Elizabeth A. Mullican
Date:	01/12/2007

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 6, 2006, by **COMPASSLEARNING, INC.**, a Delaware corporation ("**Grantor**"), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.**, as Collateral Agent (in such capacity, "**Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of July 22, 2005, by and among Grantor, the other Persons signatory thereto as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "**Credit Agreement**"), the Lenders have agreed to make Loans to, and incur Letter of Credit Obligations for the benefit of, the Borrowers;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and each of the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement, dated of even date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

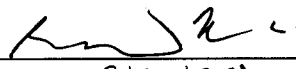
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPASSLEARNING, INC.

By: 
Name: RICHARD NOTA
Its: SECRETARY

Address:
512 SEVENTH AVENUE
NEW YORK, NY 10018

ACCEPTED AND ACKNOWLEDGED BY:

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Agent**

By: _____
Name:
Title:

600 E. Colinas Boulevard
Suite 400
Irving, Texas 75039

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COMPASSLEARNING, INC.

By: _____

Name: _____

Its: _____

Address:

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Agent

By: Todd B. Faust

Name: Todd B. Faust

Title: Vice President

600 E. Colinas Boulevard
Suite 400
Irving, Texas 75039

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND LICENSES

Country	Trademark	Registration No.	Registration Date
US	ChildU E-Knowledge Leaders (and design)	2,647,783	11/12/02
US	The Learning Odyssey	2,564,366	04/23/02
US	ChildU	2,624,853	09/24/02
US	ChildU	2,639,349	10/22/02
US	ChildU	2,624,854	09/24/02
US	ChildU	2,823,828	03/16/04
US	The Learning Odyssey	2,710,818	04/29/03
US	ChildU	2,695,098	03/11/03
US	The Learning Odyssey	2,848,225	06/01/04

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
US	The Learning Odyssey	76/355868	Pending
US	The Learning Odyssey	76/355867	Pending